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CITY-COUNTY COOPERATION IN PROVIDING MUNICIPAL SERVICES

What is the extent of cooperative action between cities and counties? What barriers hinder cooperation? What methods are available for cooperative action in providing services? What basic guide lines should be followed in developing cooperative agreements?

City-county cooperation in providing services is not new. Agreements, either formal or informal, have existed for 25 years or more. However, the increasing urbanization of rural areas has focused attention on the common problems of city and county.

Cities have extended municipal services beyond corporation lines; counties have been forced to provide urban-type services heretofore reserved to cities. The increase in taxes, caused both by inflation and by citizen demand for more service, has emphasized the need for government officials to search for means to stretch the dollar and then stretch it again. Urbanization of rural areas has created service problems not confined to corporation lines. Municipal and county officials are familiar with drainage, sewer, water, and health problems for which effective solutions transcend jurisdictional lines. City-county cooperation provides one means of "stretching the dollar" and providing services irrespective of jurisdiction.

This report discusses the barriers, methods, and guide lines of city-county cooperation in providing municipal services. "Cooperation" is defined as those arrangements, formal or informal, between a city or several cities and a county to administer governmental functions jointly. Such arrangements must be made voluntarily and within existing governmental structures. This report therefore does not include such concepts as metropolitan government, special districts, or annexation. The reason for the elimination of such concepts is two-fold: (1) proposals for "metro government" or special districts are in themselves subjects for separate study; and (2) of the 192 standard metropolitan areas, 50 per cent or more are single-county areas.

The experience of cities and counties over the past 25 years or more has demonstrated the value of cooperative action. Advantages that cities may expect are:

1. Financial. Cooperation results in direct and indirect financial savings. Some functions can be operated more effectively on an expanded scale. Even when the governmental agency supplying the service must be enlarged, overhead expenses are reduced.

2. Duplication. Removing duplication has advantages other than financial. Facilities such as jails do not need to be duplicated. A facility often can be designed to serve two or more governments as well as one with little or no increase in initial cost, and because of extensive use it can be more complete. Removing duplication in certain services results in lack of confusion. When a city and county are performing the same function citizens may have to deal with both units, or not know which agency to see.

Improved Service. Functions that are of an area nature, or of small volume for one government, can be more effective when provided by either the city or county. Public health is an example of an area function and a service that requires staff to be performed properly. Health problems do not follow corporation lines. An agency serving a natural area can more effectively administer the service, besides developing uniform standards.

If a community has a limited need for a service it is difficult to provide said service.

Building inspection is an example. Small cities or counties with limited construction cannot afford competent inspection unless it can be obtained on a part-time basis. Service is improved by making use of a city's or county's full-time inspector.

Personnel. Closely connected with improved service is the opportunity to improve the quality of personnel, especially on the management level. By combined financial support attractive salaries can be offered, and as important the challenge to a professional person usually is greater.

Extent of City-County Cooperation

The full extent of cooperative action is not known. An indication can be gained from a survey made for the *1959 Municipal Year Book* early in 1959. All but seven counties out of 125 reporting, representing populations of 26,000 to over 5,000,000, have some form of cooperative agreements with cities. The services most frequently operated on a cooperative basis are public health, property assessment and tax collection, elections, prisoner care, library service, planning, sewer and water, police and fire, purchasing, and civil defense. The survey also gives an indication of the extent of cooperation for a number of services.

Public Health. Sixty-seven out of 118 counties reported either formal or informal agreements in providing health services. Agreements vary widely from the simple exchange of pertinent information to the combined city-county department. Cities or counties often provide special services for each such as the operation of an alcoholic rehabilitation center, mosquito and rabies control, and inspectional services.

Property Assessment and Tax Collection. Uniformity in property assessment is highly desirable, especially in the allocation of state grants based on need as measured by assessed valuation. Assessment of the same area by both city and county is an extreme example of duplication. The *Year Book* survey shows 52 counties with either formal or informal agreements, ranging from technical assistance to the actual assessment process.

Tax collection agreements were reported by 49 of the reporting counties. Tax collection lends itself to agreements because it is strictly an administrative function. There are no basic questions as to adequacy or need.

Elections. Cooperation in the conduct of elections was reported by 55 counties. The county frequently conducts or shares expense of elections.

Prisoner Care. A function that particularly lends itself to city-county cooperation is prisoner care. It is difficult to justify counties and cities providing two or more jails when one facility will serve an area. The county is generally the governmental unit to provide the facility. Over one-half of the counties (64) reporting provide this service on a fee basis to cities.

Library Service. Forty-four counties report cooperation in operating libraries. Frequently the service is operated jointly, costs being prorated on some basis such as book circulation or simply shared as per an agreement.

Planning. Cooperation can take a variety of forms. The informal arrangement of "keeping each other informed," particularly in regard to fringe area problems, is generally practiced. Some cities and counties support a central planning staff but maintain their own commission or agency; others provide for mutual representation on each other's commission and also support a central staff. Finally there is the joint commission or agency which assumes the planning function for both jurisdictions. Fifty-two counties report either formal or informal cooperation with cities.

Sewer and Water. Thirty-three counties report cooperative agreements in providing sewer service, and 22 for water service. Except in cases where some type of authority or special district has been created, such service is usually based on contractual arrangements.

Fire and Police. Cooperation in police and fire service is both formal and informal; 17 counties reporting formal agreements and 14 informal for fire protection; and 17 formal and 27 informal for police service.

Fire protection lends itself to cooperative action in two respects. First is the providing of

protection to rural areas around a municipality, and second, mutual aid agreements. Mutual aid agreements call for the giving of assistance to another department in the case of a major catastrophe where the aided unit is not able to provide the manpower and equipment necessary to extinguish the fire. Providing fire protection to the urbanized unincorporated areas of a county by a municipality is not uncommon.

Formal agreements in police protection, providing service usually by contract, are largely limited to the metropolitan areas. Informal police agreements often are worked out between the officials involved, particularly in regard to investigations.

Other Areas. Examples of cooperation between city and county can be found for almost any service. Some other areas are personnel, airports, building inspection, street maintenance, recreation, purchasing, welfare, and joint operation of city-county office buildings.

Barriers to Cooperative Action

County and city officials desiring to develop cooperative arrangements should be aware that barriers may hinder the effective execution of agreements.

State Legislation. The first road block can be state legislation. Statutes which are either detailed as to terms or prohibitory in nature may block local determination of how the city and county will formulate their programs. Laws of a number of states restrict city and county functions.

In recognition of this legal problem some states have felt it necessary to authorize or require by statute cooperative arrangements. Wisconsin provides specific authority in the fields of airports, fire, hospitals and recreation, besides a general provision which states:

"Local Cooperation. (1) 'Municipality' as used herein includes a city or village, a town, county school district or regional planning commission. (2) Any municipality may contract with another municipality or municipalities or the state or any department or agency thereof for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statutes. (3) Any such contract may provide a plan for administration of the function or project, which may include, without limitation because of enumeration, provisions as to proration of the expense involved, deposit and disbursement of funds appropriated, submission and approval of budgets, creation of a commission, selection and removal of commissioners, formation and letting of contracts."

Cities and counties located in states not having a broad authorization such as Wisconsin's, may find it necessary to secure permissive state legislation. As one example, Springfield and Greene County, Missouri, jointly sponsored enabling legislation for controlling zoning two miles beyond the Springfield corporate limits. The legislation, by mutual agreement, allows the city to administer the zoning in the two-mile area.

Competition. A second and serious hindrance to effective cooperation is the feeling of competition that often exists between city and county. Even when officials have a willingness to cooperate, action is difficult if citizens or citizen groups are opposed. This competitive attitude is an outgrowth of the traditional independence of the rural areas and the later urbanization of such areas. As the rural area of the county developed, the county was forced to provide urban services. The urbanized areas of the county did not desire to annex to the core city. One of two results took place. Either the people in the urban area of the county incorporated into a new municipality or the county began to provide services to the residents of such areas. The feeling of independence of the once rural area from the city continued, but the city began to feel that such areas should be annexed. With each unit levying its own taxes, a sense of "competition" can easily develop. City residents pay taxes to the city government, but they also must pay taxes to the county government. In some cases they may not receive service for their county taxes. As an example, if an urbanized county operates an extensive police patrol in the unincorporated area, the city dweller is called upon to support two police departments, one of which (county) he receives no direct benefit from. On the other hand the county resident pays only the county tax, and yet receives some of the benefits of urban services from the county government.

To overcome this feeling of "competition," it is necessary to consider the taxpayer as the principal recipient of any advantages of cooperation. City Manager W. B. Avery, Springfield, Missouri, sums up this viewpoint by stating:

I think that for any program of this type to be successful, the municipal units should not be concerned with which one gains more by the consolidation. Since the same taxpayers pay 90 per cent of the tax for both units, any savings which are achieved, and they are considerable, will go to reducing the cost for the municipal unit which receives the benefit. So if the premise can be established at the start that there is no competition to gain the better of the bargain, then you have the basis for real service. This attitude has been characteristic of the very fine cooperation we have had with the county here. Personalities are important, and if you have officials in each group who are sincerely interested in the common good, it makes the work much easier.

Lack of Knowledge. A third problem, surprisingly, is the lack of knowledge and understanding among many officials of the total governmental services of the area, how they are financed, and who benefits. Before cooperative action can be truly successful, an understanding of these services is necessary.

City officials should realize that city taxpayers are receiving services from the county that are not necessarily received from the city. Thus the total tax to the county should not be considered as a subsidy to outsiders. Such services as courts and recording of deeds are generally considered county functions, but they benefit all citizens. County officials and residents, on the other hand, should realize that many of the services that city taxpayers pay for indirectly and directly benefit the county resident. As an example, the maintenance of city streets is important to the county resident who desires good access to the shopping areas within the city.

Lack of Leadership. A fourth problem hindering effective city-county cooperation is the lack of executive leadership. Often the county lacks a single executive to coordinate the activities of the county. It is difficult for the chief executive of the city, whether he be manager or mayor, to develop agreements when responsibility is diffused. Counties frequently have many administrative boards and independently elected county officers. These boards and officers are often independent of the county board of supervisors, except in regard to budget approval. To obtain cooperative action, the city official must obtain the support of the diversified county agencies.

Lack of Principles. The final obstacle, and often the most difficult, is the lack of an agreed upon set of principles to guide city-county cooperation. Without such a basic guide, officials flounder in the dark. The results can block effective cooperative programs, cause "hard feelings," and reduce the effectiveness of all programs.

The experience of the city of Pueblo and Pueblo County, Colorado, illustrates the necessity for such guide lines. In 1952 a joint city-county health department was created. Unfortunately the agreement did not provide how such a department should be financed in the future. This resulted in county-city haggling over how much of the total budget each unit was to assume. City officials felt that the residents of the city were paying county taxes and thus the county should assume the full burden of the service. On the other hand, county officials argued that city required a higher degree of health service because of its congested nature. In 1956 both governments became so strong in their opinion that an impasse was reached.

The health department then set out to express in a mathematical formula certain guiding principles in order that future budgets would not end in a complete impasse. It proposed correlating assessed valuation within the city and the extent of health services received by city residents. The city's share of the budget then could be easily ascertained. The formula was developed so that if the city had 50 per cent of the total county assessed valuation and received 50 per cent of the services the city would not have to assume any of the cost.¹

It is not advocated that cities reduce principles only to a formula basis, but such guide lines are important. Specifics will have to be developed by each community, but suggested methods of cooperation are set forth below.

¹A. D. Sidio, M.S., and John F. Anderson, M.D., "Budgeting a Combined Health Department" *Public Health Reports*, June, 1958, pp. 582-84. See Appendix A for a detailed description of the formula.

Methods of Cooperation

The Contract. The contract is a basic means of formalizing city-county cooperation. Generally where cooperation exists on an effective basis and over a continuing period of time, a formal contract is entered into. This method is used in almost all areas of city-county cooperation.

Careful attention should be given to content. In effect the contract places in writing the elements discussed below. It is the culmination of basic decisions. The detail is important because of the legal framework within which governments operate. The terms will vary, depending on the function, but a number of items should be included in all contracts. Appendix B is a typical contract highlighting the following:

1. Purpose of the Agreement. This section should name the parties to the agreement and specify that the agreement is being entered into in the interest of the public health, safety, and welfare of the communities concerned. Reference should be made to the state laws and city charters authorizing the agreement.

2. Service To Be Performed. Of most importance are the clauses detailing the extent and quality of services to be rendered. These, naturally, will vary depending on function, but they should be as specific as possible. Of just as much importance, the contract should delineate what is not to be done.

3. Financial Arrangements. The financial arrangements can vary depending not only on the jurisdictions involved but also on the type of service involved. If charges are set by state law for the service, as is often the case in assessment and tax collection, the contract may just refer to such statute. Where a charge is not established by the state, the most common method seems to be based upon the cost of service. In this case it is important to include within the contract those items that are considered as part of the cost of the operation.

Cost arrangements may be based on a percentage, unit cost measurement, or actual expenditures. To illustrate, the charges for tax collection are frequently based on a percentage of the monies collected; for libraries a unit cost based on circulation has been used; and for police service actual operating cost (defined as salaries, equipment operations, and other direct costs, excluding capital outlay) plus a percentage for overhead. This section also should prescribe how often participants will make payments for operating costs (monthly, quarterly, semiannually, or annually).

4. Responsibility for Administration. The contract should designate who is responsible for administration. It is generally a good idea to assign responsibility to the chief administrative officer of each participating government, but the department head who is responsible for the service should also be mentioned. Under certain circumstances, particularly in areas where policy questions may arise, a joint committee might be established to resolve conflicts.

5. Present Personnel. Occasionally it is necessary to specify the responsibility of the governmental unit performing the service for the personnel of the other units that might be displaced by the arrangement. Also, depending on state law, the contract should guard the civil service rights of employees of the unit performing the service.

6. Term of Agreement. The agreement should state how long it will be in force and under what circumstances participants may withdraw. It is advisable, in most instances, to provide for a continuing contract, one without any specific termination date. This can be done by providing that the contract is a continuing document unless one party notifies the other that it desires to cancel. It is customary to provide a time period for notification.

7. Amendment of the Agreement. The agreement should include a clause providing for amendment. Such a clause should include the method of ratification, effective date, and form of all amendments to the original agreement.

8. Authority for Signature. The agreement should contain references to the ordinances, referenda, or state law authorizing the city council or its official representatives to enter into this specific agreement. Such reference should include date of passage, the title, and any special reservations made by the act. Finally, the agreement must be signed, certified by the appropriate official of each party, and published as prescribed by state law or local charter.

9. Reports. Quite frequently contracts call for the performing government to provide reports to the agency contracting for the service. This is particularly true in tax collection and assessment services.

10. Other Considerations. When the contract involves the construction and operation of a facility, provision should be made for plan approval and construction costs.

Joint Department or Board. A city and county can agree to create a joint department, each government contributing to its support. Generally state enabling legislation is required. In creating a joint department many of the same considerations that are spelled out in a contract must be decided. The major difference is that the service is jointly operated, not one unit performing a service for another. The joint department has been particularly popular in the area of public health, and to some extent in planning.

The supervision of such a department generally is vested in a board representing both governments and/or citizens. Eau Claire, Wisconsin (36,058), has a typical joint department. A seven-member board, consisting of two physicians, one dentist, two lay citizens, one city councilman, and one county board member, are responsible for hiring a health director and the general operation of the department. The board is appointed as follows: county board chairman, appoints one physician, one dentist, one lay person (subject to county board approval); the Eau Claire city manager appoints the remaining members subject to city council approval.

The distribution of departmental cost can be based on services received by each unit, or, as in the case of the Pueblo, Colorado, joint department, on services in relation to assessed valuation. In Eau Claire state law provides that the cost shall be based on comparative assessed valuation of the city and county.

Reallocation of Functions. This involves several methods of cooperation within the framework of an over-all city-county program. Each unit will accept responsibility for certain functions or agree to operate the function jointly. Such agreements will vary in extent, some ranging from one or two activities to 10 or more. Several examples will highlight the extent to which cooperative action can be achieved.

1. Atlanta and Fulton County, Georgia. Fulton County and Atlanta have cooperated for a number of years. As early as 1937 a contract was entered into to construct and operate a metropolitan sewer system. The agreement has been amended a number of times, but the basic provisions still are similar to the early agreement. The county represents all units of government except Atlanta, which operates the plant. In turn Fulton County collects the charges for itself and from the other cities, making a total payment to Atlanta.

As the result of an extensive study in 1950, known as the "Plan of Improvement," the two governments began cooperating in a number of other fields. The county assumed responsibility for public health; Atlanta supplies police protection to Fulton County by contract (see Appendix B); the county fire department was merged with the city department, and the county is authorized to contract with the city for protection in specifically designated areas. By contract the city provides garbage collection to county areas.

Since the original plan was placed into effect, cooperative action in traffic improvement projects has been undertaken. Each jurisdiction issued \$35,000,000 in bonds. All city funds will be expended within the city, but the county has agreed to sponsor from its bond proceeds traffic improvement projects totaling nearly \$20,000,000 within the city of Atlanta and other municipalities in the county.

2. Rochester and Monroe County, New York. Rochester and Monroe County illustrate how effective leadership will result in a high degree of cooperation. In 1955, Mayor Peter Barry for the city and Gordon A. Howe of the county board of supervisors provided the leadership that was to result in 13 functions and one project being carried out on a cooperative basis. The study commission, unlike many, consisted of members of the city council and the county board of supervisors. It was felt that by this method the program recommended would receive favorable consideration by both legislative bodies.

The county agreed to take over the functions of airport development and administration, public welfare, civil defense, and health. Under consolidation of the functions that formerly were carried on by the city of Rochester and 19 towns² within the county, the county government has proceeded to administer these particular functions for the benefit of the entire county.

The city of Rochester provides seven services to the county by contract. The city operates a radio communications center which serves the county, other towns within the county, and special districts. Cost of the operation is assessed upon each unit of government according to the number of receiving units used.

The city maintains and operates a dog pound, the facilities of which are made available by contract beyond the city limits. Contract costs are based upon dog population.

Rochester operates three refuse disposal incinerators. These facilities are made available to the county and towns on the basis of a per-ton cost. Charges are made monthly to the county.

Rochester makes available the facilities of its water utility and its sewage treatment facility. The city sells water at wholesale rates to the Monroe County Water Authority which in turn sells this water to districts throughout the area. Sewage treatment contracts are negotiated with areas outside of the limits of Rochester.

When the local telephone company completed the installation of dial telephones it was necessary for the city to extend a fire alarm service to areas beyond the city. City operators receive calls from anywhere in the county, and the calls are relayed to fire alarm headquarters which in turn activate the proper fire alarm. The city is offering its police and fire training facilities to other communities. The county is using these facilities to train civil defense workers.

Finally the county is operating a combined city-county library in conjunction with the city of Rochester's library. Expenses are prorated on the basis of book circulation.

Recommendations of the original study committee resulted in a county harbor authority. The city had been operating an inadequate facility for a number of years. Arrangements were made for the city to transfer the port facilities to the county authority. The city and county are building together a city-county civic center estimated to cost \$50,000,000.

3. Springfield and Greene County, Missouri. Springfield and Greene County have developed a number of cooperative arrangements. Some of these have been referred to. At present the county performs tax collection, prisoner care, and assessing for the city by contract. The city provides hospital care for indigent county residents under a contractual agreement. The county, in accordance with state legislation, spends 25 per cent of its bridge and road money on city streets. Jointly sponsored state legislation allows the city to administer zoning regulation two miles beyond the city limits by agreement with the county. The two governments jointly hire a health director (see "Cooperative Hiring" below).

4. California. Counties and cities in California have cooperated in a number of services, particularly in the Los Angeles, San Francisco, and San Diego areas. Many cities, by contract, "buy" police, fire, and other urban services from the county government. Los Angeles provides some 33 services to municipalities by contract or by resolutions of the municipality. Lakewood, California, has received national publicity because it contracts with the county for all services.

San Diego and San Diego County operate jointly a city-county administration building. The county by contract provides tax assessment and collection for the city and conducts elections. A joint reference library is operated by the city, the county sharing half the expense. The county by contract operates an alcoholic rehabilitation center for the city and provides rodent control services.

Cooperative Hiring. Hiring of common personnel, particularly on the technical and administrative level, is another technique of cooperative action. It differs from the joint department in that each unit of government maintains its own unit or direct supervisory control over the activity.

²"Towns" in New York state are similar to rural townships in other states; some of the towns in the Rochester area, however, are now highly urbanized.

Several illustrations will highlight this difference. Springfield and Greene County, Missouri, jointly hired a health director, sharing his salary on a 50/50 basis. He in turn, although administering separate departments, has been able to eliminate overlapping services. It has been mentioned that some city-county planning commissions support a common staff which functions for each commission.

This method is particularly useful when each agency is in need of quality personnel but neither has the resources to attract such people. It has the disadvantage that if either unit needs such a person full time, it will not be receiving the service desired. In hiring common personnel a clear agreement as to financial responsibility, time to be devoted to each unit, and supervision obviously is necessary.

Informal Cooperation. Besides the above formal methods of cooperation there are several informal means: (1) committees, (2) administrative agreements, and (3) personal contracts. These three techniques are classified as "informal" because legal authority and often formal legislative authority are not necessary.

A committee of city and county officials can be created to study and work out solutions to problems or to actually carry out a function. An outstanding example is the coordinating committee of purchasing agents of Hamilton County, Ohio. The committee is composed of purchasing agents from the city of Cincinnati, Hamilton County, the Cincinnati Board of Education, and the University of Cincinnati. The committee, formed in 1930, has no legal power or chief officer. The committee has developed mutually agreed upon specifications for common items. As far as possible the unit requiring the largest quantity of an item negotiates to contract for all units. Bids are often solicited by stating: "In addition to the city's requirements . . . prices should also be quoted on the requirements of the County of Hamilton, Board of Education, University of Cincinnati, and the Public Library. Even though no specific quantities may be listed, it is agreed that all these organizations may apply their requirements against this agreement and the same terms, conditions and specifications shall apply unless otherwise noted." The contract further provides that the vendor will bill each participating unit separately.

Contra Costa County, California, provide an example of the study committee. The cities in the first supervisorial district meet with the county supervisor of the first district to discuss and solve common problems. The supervisor calls the meetings. Richmond City Manager Edwin S. Howell reports that a number of problems have been discussed. Typical topics have been mosquito abatement, animal control programs, and highway problems.

Richmond has negotiated a contract with the county for animal control. The agreement provides that the county will enforce within the city all laws (city, county, state) regulating dogs. The county will impound stray dogs, investigate dog bites, provide animal shelters, maintain records of licenses and rabies vaccinations, and provide or arrange for dog vaccination clinics. The city agreed to defray the normal and current expenses incurred by the county directly in the administration and operation of the service.

Agreements can be made between administrative personnel. Public works officials may agree to lend equipment to each other. County and city planning personnel may agree to allow each other to review subdivision plats that are on the periphery of each others jurisdictions. The county sheriff may agree to a small-town police department being connected to the county radio system. The possibilities of day-in-day-out cooperation between administrative personnel can save money for both units and provide better service.

Personal contacts, the most intangible of all methods, are important. By city officials knowing county officials, cooperation in several areas is fostered. One example is in the securing of state legislation of mutual benefit.

Guide Lines for Cooperation

The experience of a number of jurisdictions points up seven guide lines for cooperative action that should be considered by city and county administrators and legislators. These guide lines should be used to evaluate each governmental service.

1. Area-wide Services. Certain governmental services are county-wide in nature or considerably larger than city-wide. The common examples are property tax assessment and collection, public health, and planning. While each jurisdiction can (and often does) provide the service separately, the cooperative approach has great potential for both lower cost and better service.

The need for an area-wide approach is perhaps most compelling in the field of planning and its subsidiary tools of zoning and land subdivision regulations. Sometimes satisfactory planning can be done with municipal extraterritorial powers such as subdivision control beyond the corporate limits. In counties with rapid population growth, however, the city-county approach to an area-wide problem may be more lasting in benefit.

2. Excessive Cost of Service. Services administered by one government, although adequately provided, may be excessive in cost. "Excessive cost" is a relative term, but it is related to the total budget. If a service is not in balance with other functions, the city should look to the county to provide the service, or to jointly provide the service.

To illustrate, consider housing prisoners. For many cities the cost of maintaining adequate facilities is excessive in relation to benefits received. By contracting with the county, such costs often are reduced. Conversely, a city may operate a service that the county can use.

3. Service Deficiencies and Duplication. Cities and counties should cooperate in areas where a particular service is not being performed adequately or where duplication of effort exists. Purchasing is an example. Joint buying of common items will result in a more efficient operation and financial savings. Police protection offers another area for improved service. A central records division and crime laboratory can increase the effectiveness of all criminal investigations.

If a city and county are performing the same functions, particularly if the service overlaps, consideration should be given to cooperative action. Tax assessments and collection can be performed by the county for cities, eliminating the necessity of maintaining two organizations.

4. Protection of City Fringe Areas. Cities are particularly concerned with the area immediately adjacent to the corporation line. Cooperation in the areas of planning, zoning, health, subdivision control, and utilities can help maintain standards for the area. Zoning can be largely nullified if the fringe area is not regulated by the county or if administration of regulations is poor.

5. Uniform Standards. It is desirable to establish uniform standards for certain functions. Building codes are a good example. If the county has one standard and the city another, the builder must function under two sets of rules. In practice uniform standards tend to bring one jurisdiction up to the higher level of the other rather than pushing one jurisdiction down to a lower level of performance.

6. Strengthening County Government. The county government has great potential for providing unity and strength for most local governments in the United States. With rare exceptions this potential has not been realized. By and large it is up to cities to provide the leadership in securing this unity. The county, by the very nature of the institution, is poorly equipped to assume leadership. (It should be added that urban counties in the long run are likely to do a much better job because they are now effectively organized in the National Association of County Officials.)

Cooperative efforts strengthen county government in functional areas. This in turn can lead to total strengthening of county government through the more fundamental change of county government reorganization and charter revision. A strong county and strong cities can work as a team for better governmental services for all. There is ample work to be done — individually and collectively.

7. Financial Arrangements. Determining benefit and allocating costs can be obstacles to cooperation by any method. The following guide lines are suggested on the basis of city and county experience and on research work done by the Institute of Government, University of North Carolina.³

1. When a county and city (or cities) are cooperating to provide services that each government usually must provide, then the cost should be prorated on the basis of use.

³ John Alexander McMahon, "Some Equitable Principles To Govern City-County Financial Relationships," *Popular Government*, November, 1955, pp. 5-8, 10.

Assessment, tax collection, and planning are examples of services covered by this principle. Other services of a general administrative nature (for example, purchasing and personnel) are also applicable. The common factor is that they usually must be performed by any city or county; thus duplication is likely. To coordinate the service is highly desirable, support being based on extent of use. Examples are: (1) tax collection on a percentage of collection or tax bills prepared and collected; (2) planning on staff hours per project; (3) personnel on number and type of examinations given and number of job classification reviews.

2. When the city is providing a service to the county, the county should pay its share of the cost.

The essential feature is that a service is being rendered to all county residents, whether living in incorporated or unincorporated areas. As an example, hospitals or clinics operated by cities serve both residents and nonresidents of the city. Here the county should assume the cost of services to all residents.

Springfield and Greene County, Missouri, have an agreement for the care of indigent county patients. The county pays the city a per-day-per-patient charge. City Manager W. B. Avery comments on this arrangement as follows: "Had the cooperative arrangement between city and county been established some ten years ago, I do not believe the city would have opened the city hospital. Actually, indigent care is more of a county function. Since the city has the hospital, we have worked out the best arrangement possible, but it does put the city in the indigent care business."

3. Activities financed by county-wide taxation should be available to all people in the county. If a particular activity is performed only in one area, it should be financed from taxes or service charges levied in that area. Otherwise the activity should be extended to all areas of the county.

Activities such as law enforcement, rural fire protection, garbage disposal, and public health are guided by this principle. The test is availability of the service to all.

Garbage collection may be extended beyond the city limits by a city. In such a case the county should pay the cost by charges to the area or extend the service to all, if financed by the general treasury.

4. The city may provide a service that the county does not provide which benefits residents of unincorporated areas. In such a case, city and county officials should work toward county financial support of the service.

Most often such services were undertaken originally because of the desires and needs of the city — such activities as libraries, recreation, and airports, for example. In many cases the service did not lend itself to exclusion of citizens of the unincorporated area. The services gradually were available and utilized by all. The argument thus is advanced that such services should be supported by a county-wide tax.

To apply the principle assume that a city and county are jointly supporting a library. In effect the city resident is paying twice because he is paying taxes to both governments. Thus the county should logically assume full support.

5. When the county is providing a service to all citizens, but the city desires a higher level of service, the city should pay the increased cost.

An example would be county operation of the health department. The city desires a higher level of service or additional programs. The city then should assume the cost. San Diego, California, follows this principle by contracting with the county health department to operate an alcoholic rehabilitation clinic and a rodent and fly control program.

Conclusion

Short of some type of federated metropolitan government, cooperative action between cities and counties is the paramount means of solving urban problems. The essential ingredients for cooperation are leadership and an understanding of services, problems, and financial resources. All

types of meetings, studies, contracts, or joint departments can be created. None will insure true cooperation unless the leadership of the city and county look upon the citizen as the gainer from cooperation, and unless a set of guiding principles is developed and accepted.

Acknowledgements. Grateful acknowledgement is made to the following city and county managers who supplied first-hand information for this report: W. B. Avery, Springfield, Missouri; George Bean, San Diego, California; D. G. Weiford, Eau Claire, Wisconsin; and A. E. Fuller, Fulton County, Georgia. Acknowledgement also is made to Edwin S. Howell, city manager, Richmond, California; and former city manager Robert Aex, Rochester, New York; who previously had supplied MIS with information on city-county cooperation.

Note. This report was prepared by William E. Besuden, staff member, the International City Managers' Association.

Appendix A

Financial Formula for City-County Health Department
Pueblo and Pueblo County, Colorado

The detail of the formula developed by the Pueblo joint health department is presented as an illustration of guide lines to increase the effectiveness of cooperative action. The principles expressed by the formula illustrate one method of solving the financial problem. The source is A. P. Sidie and John S. Anderson, "Budgeting A Combined Health Department," *Public Health Reports* July, 1958, pp. 582-84.

The formula developed by the combined health department is C plus E (B-C) equals SCB. The terms in the formula expressed the following values:

C = The city's share of the health department's budget.

E_C = the assessed valuation of a city expressed as a percentage of a total county evaluation.

B = the net budget to be divided between the city and the county (state contributions, income on vital statistics, and other funds would be subtracted from the gross budget to obtain the net budget.)

(B - C) = that part of the budget paid by the county.

S_C = the percentage of the health department's services provided inside the city.

The left side of the formula is the entire amount paid the city, the funds coming from the city's separate contribution and from the county for the county's taxpayers living in the city.

Factors of this formula were all known except for the services provided within the city. Health department field people reported the number of hours spent serving city health needs and those serving county health needs. It was assumed that overhead and office expense, that cannot easily be distributed between the city and county, are somewhat proportionate to the number of hours spent serving each governmental unit.

The formula then was reversed as follows:

$$C = B \frac{(S_C - E_C)}{1 - E_C}$$

To illustrate the formula's use hypothetical values were substituted. If the city has 50% of the assessed value, and if it was receiving 50% of the services, the county would assume the full cost. If, however, it was assumed that the assessed value of the city was 50%, but it received 75% of the services, the city would have to contribute. (Assume budget is \$100,000.)

$$C = \frac{100,000 (.75-.5)}{1 - .5} = \frac{100,000 (.25)}{.5} = \$50,000$$

Appendix B

Police Contract — Atlanta and Fulton County, Georgia

The Fulton County-Atlanta, Georgia, contract for police protection illustrates most of the essential elements of a contract.

Purpose of Agreement. The three introductory paragraphs of the contract name the parties, purpose, and state law authorizing the action.

Services to be Performed. Police services are detailed in Sections 1, 2, 3, 4, 7, 8, 9, 10, and 11. Limits are placed on the service in Sections 4 and 8.

Financial Arrangements. Section 6 sets forth the charges to be made and what constitutes direct expenses. Section 7, although stating a service, also states no charge shall be made for the use of the city's radio stations except for actual cost of equipment and repair. Section 12 states payments shall be monthly; it also states a maximum charge.

Responsibility for Administration. This is set forth in Section 5, providing for the direction of police service to be under the Atlanta police chief.

Present Personnel. This is covered in Section 5 to provide for civil service and other employment rights and benefits.

Terms of Agreement. Section 14 provides for a continuing contract, except that it can be cancelled at the end of a calendar year by giving notice by November 1.

Amendment of Agreement. Section 14 provides for amendments.

Authority for Signature. The last paragraph of Section 16 provides for the proper execution of signatures.

Reports. The first paragraph of Section 16 requires activity and financial reports to be submitted to the county manager.

This agreement, entered into on the 20th day of February, 1959, between Fulton County, a political subdivision of Georgia, hereinafter referred to as the *County*, and the City of Atlanta, a municipal corporation of Fulton and DeKalb counties, Georgia, hereinafter referred to as the *City*,

WITNESSETH:

The County has heretofore entered into a contract with the City, as authorized by the Statutes of Georgia (Georgia Laws 1951, page 591) to acquire, receive, and accept police service in the unincorporated area of Fulton County, the same being furnished by the City, and it is now deemed advisable to revise the terms and conditions of said police service by entering into a new agreement; and,

WHEREAS, the Commissioners of Roads and Revenues of Fulton County have determined that police service and protection are needed in the unincorporated areas and have called upon the City of Atlanta to furnish an estimate of the actual cost to said City for furnishing such services and protection, which estimate has been furnished and approved by the County Commission;

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the provisions, terms, and conditions of the Acts of the General Assembly, and especially Georgia Laws 1951, page 591, the County and the City do hereby contract and agree with each other as follows:

1. The City of Atlanta agrees to furnish all necessary police protection in the unincorporated areas of Fulton County and for such purpose shall furnish a corps of policemen, including an active field force of not less than 28 patrolmen, including 2 motorcycle patrolmen, 2 captains, 7 policewomen, 8 radio-equipped patrol cars, 2 motorcycles, and the necessary uniforms, badges, firearms, and other items of equipment necessary and incident to a modern police force.

2. The personnel and equipment shall represent an actual active field force on duty at all times of not less than 2 cars with 2 men in each car assigned in each division (north and south) of the County from 4:00 P.M. until 8:00 P.M. each day (evening and morning watch) and 1 car with 2 men assigned to the car in each division from

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8:00 A.M. until 4:00 P.M. (day watch). An extra car and man or men will be assigned during the day watch if not otherwise required for relief of other County assigned officers attending court, on sick leave, vacation, etc. The 2 motorcycle policemen shall be assigned as directed by the Chief of Police, and not more than 2 such officers shall be on duty in any 24-hour period.

The division of personnel by watches as above stated may or may not be uniform, and shall be at the discretion of the Chief of Police. Replacements necessary to maintain the total number in the field force as authorized shall be made by the Chief of Police from any reserve of the Atlanta Police Force which may be available.

3. In addition to the particular corps of officers furnished by the City as set forth in the preceding paragraph, the City agrees that it will furnish such additional personnel and equipment as may from time to time be necessary in periods of emergency and on occasions when greater police protection is required, it being the intention of this agreement that the City shall assume full responsibility and the obligation for furnishing police protection and services in the unincorporated areas.

4. The corps of policemen to be provided shall not be deemed to include any particular officer by name or designation, but only that from the regular police force of the City of Atlanta an active field force of officers and men in the number specified in the preceding paragraph numbered "1" shall from time to time be designated at the direction and discretion of the Chief of Police of the City of Atlanta to serve in the unincorporated areas.

5. Police service in the unincorporated areas shall be rendered under direction of the Chief of Police and subordinate officers of the Police Department of the City of Atlanta, and all of the officers engaged in the protection and police service in the unincorporated areas under this contract shall be conclusively deemed City employees and as such subject to the rights, privileges, including vacations and reasonable sick leave, seniority, Civil Service and pension rights, to which they are normally entitled as City employees.

6. All salaries, cost of automobiles, motorcycles, equipment, and other direct expenses incident to and necessary in furnishing police protection and service hereunder shall be paid by the City and reimbursed by the County, plus 10% to cover miscellaneous services and supervision.

7. The City agrees to furnish the full services and facilities of its radio station to the police cars assigned the unincorporated areas and manned by City police officers, to install and maintain radio equipment in all such cars, for which no direct charge is to be made against the County except for actual cost of radio equipment and repairs.

8. It is agreed that the City of Atlanta will furnish all necessary police protection and service to enforce all State laws and Federal statutes insofar as the same come within the knowledge and notice of the members of the Police Department, and in addition thereto will enforce County rules and regulations, including but not limited to zoning laws, regulations of the Health Department, rules and regulations of the Building Inspector's office, plumbing regulations and electrical regulations and will cooperate with the department of licensing and inspection in obtaining information including fingerprints, pictures, etc., from the files of the Police Department of the City of Atlanta necessary in connection with applications for liquor licenses, beer, wine, dance halls and other licenses issued by the County which come within the police power of the County. Provided, no service shall be required of the Police Department for the enforcement of any zoning law, health regulation, rule or regulation of the building inspector, plumbing inspector, or electrical inspector, until and unless a warrant has been obtained from a court of competent jurisdiction, charging a violation of such regulation.

9. In addition to the foregoing service, the City agrees that it will, without additional compensation, furnish to the courts of Fulton County, including the Criminal Court of Fulton County, the Civil Court of Fulton County, and the Superior Court and Coroner of Fulton County the fingerprint records and other criminal information desired by any officer of court or by the Court, concerning any accused person or witness, in any matter pending before any of said courts.

10. The City agrees that it will require the attendance of any member of the Police Department of the City of Atlanta at any trial or court proceeding where the attendance of such person is necessary as a witness in any proceeding before any of the courts of Fulton County.

11. The City agrees that it will furnish 7 policewomen to provide police protection at school crossings and points of danger in the vicinity of schools in unincorporated areas where the same require the direction of a traffic officer.

12. For all of the services provided herein, the County agrees to pay the City during the year 1959 an amount not to exceed Two Hundred Seventeen Thousand Six Hundred Forty Four and 46/100 -----(217,644.46) DOLLARS payable monthly according to detailed statement of costs to be furnished by the City within ten days from the end of each month.

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13. At any time hereafter, the County and the City may by amendment increase or decrease the personnel, and, likewise, increase or decrease the amount to be paid by the County for police protection and service in the unincorporated areas. In the absence of such amendment or notice of cancellation of this agreement as hereinafter provided, the terms and conditions hereof, including personnel and payment required of the County to be made to the City, shall continue for the ensuing year.

14. Either party hereto may cancel and terminate this agreement at the end of any calendar year, provided notice of such intention to so terminate and cancel the agreement shall be given not later than November 1 of said year, otherwise, it shall remain in force on a yearly basis.

15. All persons arrested by any police officer of the City in any unincorporated area, charged with the violation of any State or Federal law, County regulation, or any health, zoning, building, plumbing, or electrical inspection violation shall be turned over to the Sheriff of Fulton County and lodged in the Fulton County jail or admitted to bail in such manner as the Sheriff of Fulton County may determine. Nothing herein shall require any officer to actually take into custody any person accused of a traffic violation where, in the discretion of such officer, a copy of charges or other notice directing the accused to appear at a definite time and place to answer such charges will be sufficient to accomplish the presence of such accused; provided, however, the prosecution and procedure in such case shall be the same as though an actual arrest were made and the accused lodged in Fulton County jail.

16. As part of the police service and protection herein provided, the Chief of Police of the City of Atlanta shall annually, and as soon after the end of the calendar year as practicable, furnish the County Manager of Fulton County with a summary report of the activities of the Police Department in the unincorporated areas of Fulton County, together with his comments and recommendations thereof. At monthly intervals, the Chief of Police of Atlanta, or some officer designated by the Chief of Police, shall furnish to the County Manager of Fulton County a detailed statement of salaries, automobile and motorcycle expense, and all other costs incurred in the preceding month and a summary statement of all arrests made by the Police Department in the unincorporated areas, showing names of persons arrested, nature of the offenses, and disposition of the cases. More frequent reports may be made where deemed advisable by the Chief of Police of the City of Atlanta.

IN WITNESS WHEREOF the County and the City have hereunto set their names and the signatures of their proper officers duly authorized by resolutions spread upon the minutes of the County Commission of Fulton County and upon the minutes of the Mayor and Board of Aldermen of the City of Atlanta, respectively, on the day and year first above written.

Approved as to form:

County Attorney

City Attorney

FULTON COUNTY (Seal)

By _____ (Seal)
Chairman, Board of Commissioners
of Roads and Revenues

CITY OF ATLANTA (Seal)

By _____ (Seal)
Mayor

